

GENERAL TERMS AND CONDITIONS

ACTUALLY ANNA

Article 1. Definitions

- 1.1. Actually Anna: the one-man business Actually Anna, having its registered office in Amsterdam and registered with the Chamber of Commerce under number 74743317. Actually Anna is a trade name of Annaleid Bakker. These general terms and conditions also apply to agreements concluded with Annaleid Bakker.
- 1.2. Agreement: the agreement between Actually Anna and Customer on the basis of which Actually Anna will perform the services.
- 1.3. General terms and conditions: the term 'general terms and conditions' is understood to mean the entirety of all provisions included in this document.
- 1.4. Services: all services Actually Anna will perform for the customer. This includes, but is not limited to, being a transformational life coach/life coach supporting and guiding women through life changes and crystallizing dreams through mindset, goal setting and creating an action plan using one-to-one coaching, online sessions, live days, meditations, visualisations and group programmes.
- 1.5. (Private) customer: the natural or legal person that has entered into an agreement with Actually Anna
- 1.6. Business Customer: the natural or legal person that has entered into an agreement with Actually Anna and works in the name of their company.
- 1.6. Information: all details the Customer provides to Actually Anna.
- 1.7. In writing: by letter, e-mail and digital messages.
- 1.8. Confidential information: all financial, business and personal data provided, entered, stored and processed by the Customer and/or Actually Anna.
- 1.9. Website: www.actuallyanna.com.

Article 2. Scope of the general terms and conditions

- 2.1. These general terms and conditions apply to all quotations made, offers issued, agreements entered into, services provided, and other acts and invoices performed by Actually Anna, unless otherwise agreed in writing.
- 2.2. By e-mailing agreement, online accepting an offer and/or placing an order through the website or sales page and thus agreeing explicitly, the customer declares they have taken note of these general terms and conditions and to agree to their content.
- 2.3. If there are any discrepancies between provisions in these general terms and conditions and provisions in a signed agreement, the provisions in the agreement will prevail over the provisions in these general terms and conditions.
- 2.4. These general terms and conditions also apply to acts and/or work performed by third parties hired by Actually Anna to perform the work under this agreement.
- 2.5. The applicability of the business customer's general terms and conditions and/or purchase conditions is explicitly rejected. Therefore, no conditions apply to the agreement entered into.
- 2.6. Actually Anna will be entitled to amend the general terms and conditions at any time, including for existing agreements.
- 2.7. If Actually Anna amends the general terms and conditions, Actually Anna will notify the customer by email.

2.8. In the event of an amendment to the general terms and conditions, the customer may terminate the agreement from the moment the new general terms and conditions become valid or up to a maximum of seven (7) days after the new general terms and conditions take effect.

2.9. If any provision of these terms and conditions is declared null and void, the remaining provisions of these terms and conditions will remain in full force and Actually Anna and the customer will agree on a new provision to replace the void provision. Here, the object and purport of the void provision must be kept in mind.

Article 3. Offer

3.1. If an offer from Actually Anna has a limited period of validity, this will be clearly indicated in the offer, at the website and/or on social media. If no deadline is specified, the offer will be valid until 14 days from the date on which the offer was made. If the customer does not accept the offer within those 14 days, the offer expires. In addition, the offer is subject to availability or a trajectory start date.

3.2. As long as the customer has not accepted the offer within the said period, Actually Anna may revoke or change the offer and the corresponding rates.

3.3. In the offer, Actually Anna states what service, trajectory, programme or digital product is offered and at which agreed rate in euros.

3.4. If it turns out that the customer has provided incorrect and/or incomplete details when requesting the offer, Actually Anna may adjust the rates and additional conditions and/or dissolve the agreement.

3.5. The offer and/or a special promotion do not automatically apply to follow-up orders.

3.6. The offer contains a complete description of the services offered; the description is sufficiently detailed to allow the customer to accurately assess the offer.

3.7. Actually Anna may charge the customer a down payment of 100% or the first instalment of the agreed rate. The services, such as a first coaching session, will not start until deposit has been made.

3.8. Actually Anna may change the rates before the term. If the rates of the agreed services are increased after the agreement was concluded, the customer may cancel the agreement as of the date on which the price increase takes effect. Price increases by statutory arrangements or provisions are hereby excluded.

3.9. Anything delivered outside the offer to the customer will be considered additional work and will be charged as such.

3.10. Actually Anna will not be held to the offer when the customer could have reasonably understood that the offer, or any part thereof, contains an obvious mistake, a manifest clerical error or typing error.

Article 4. Agreement, additional work, termination, cancellation and amendment

4.1. The agreement will become effective from the moment the customer sends Actually Anna their agreement to the offer via e-mail, accepts an offer online or places an order through the website/checkout page. Amendments to concluded agreements can only be

made in writing and are not valid until accepted by Actually Anna and the customer.

4.2. Having concluded the agreement, Actually Anna will start the work within the agreed timeframe. If the customer has accepted the offer electronically, Actually Anna will confirm the acceptance of the offer. As long as Actually Anna has not confirmed the acceptance, the customer may terminate the agreement free of charge.

4.3. Actually Anna may have certain work carried out by third parties or be supported by third parties without having to notify the customer in advance.

4.4. If Actually Anna has to carry out more work than agreed in the offer due to unforeseen circumstances, which were not known at the time the offer was made, Actually Anna may charge additional work to the customer for the resulting additional costs.

4.5. A one-to-one coaching session can be rescheduled free of charge up to 24 hours before the start of the session. When a session is rescheduled or cancelled within 24 hours or in case the customer fails to be present in time, the session in the trajectory will be cancelled. In case of a single session, the session will still be charged or it is non-refundable.

4.6. If the business customer wishes to cancel the agreement before the services start, this will only be possible in writing and the business customer will be obliged to pay compensation to the amount of the first instalment of the agreed rate, with a minimum of 30% of the agreed rate.

4.7. The customer who is a private person may terminate an agreement relating to a purchase of a trajectory or programme within 14 days without giving reasons as long as the work has not yet started. Actually Anna may inquire after the reason for withdrawal, but may not oblige the customer to provide the reasons for termination.

4.8. The cooling-off period referred to in Article 4.7 will commence on the day after the agreement is concluded. If the customer makes use of the right of withdrawal, they will notify Actually Anna in writing within the deadline.

4.9. If the trajectory or an agreement is terminated early, the customer will always remain obliged to pay for the services and/or sessions received on a pro rate basis.

4.10. In case of partial participation or early termination by the business customer, due to reasons other than force majeure or negligence of Actually Anna, Actually Anna reserves the right to the full agreed rate for the relevant agreed services. The customer's payment obligation does not lapse and if payments have already been made, no refunds will be made.

4.11. The offer accepted by the customer, any agreement concluded and these general terms and conditions together constitute the complete representation of the rights and obligations of both parties and replace all previous written and oral agreements.

4.12. If any changes occur with regard to the circumstances on which Actually Anna relied when making the offer, Actually Anna will be entitled to apply these changes to the performance of the agreement or to adjust the rates.

Article 5. Execution of the agreement

5.1. Each agreement between Actually Anna and the customer is a best-efforts obligation whereby Actually Anna will perform the obligations to the best of its ability and understanding, with due care and skill. However, Actually Anna cannot be held responsible if the result of the work does not meet the customer's expectations and/or the result the customer intended.

5.2. Actually Anna will ensure that (confidential) information provided by the customer to Actually Anna is secured in such a way that such information is not available to unauthorised persons.

5.3. Actually Anna is authorised to publish the customer's information on its website and/or social media channels for promotional purposes, for example for references.

5.4. The customer is obliged to make available to Actually Anna all information necessary for the performance of the work, such as personal and company data and information on or in respect of the work to be performed, and such relevant information as requested by Actually Anna, in a timely manner. The customer is responsible for the accuracy, completeness and reliability of this data, even if it comes from third parties.

5.5. If the customer does not, or not promptly, provide the information in Article 5.4 to Actually Anna and the performance of the work is delayed as a result, any resulting additional costs will be borne by the customer. In addition, Actually Anna may unilaterally decide to suspend performance of the work until the data is received by Actually Anna.

5.6. If, through the actions of Actually Anna, the performance of the services is delayed due to illness or due to other unforeseen (personal) circumstances, Actually Anna will notify the customer in writing as soon as possible, but always within 24 hours.

5.7. In the case of a trajectory and/or a programme with a predetermined duration, the customer is responsible for scheduling appointments and/or coaching sessions on time. Late-scheduled appointments and/or sessions and any submitted orders will expire at the end of the term of the agreement. Also, the customer can no longer claim parts of the order that are not or not yet enjoyed in any form whatsoever.

5.8. In exception to Article 5.7, unless otherwise agreed, the trajectory can be extended by a maximum of 2 weeks only in extreme situations and only after consultation with Actually Anna.

5.9. All coaching sessions must take place within the duration of the trajectory. To ensure the effectiveness of the trajectory, the customer is expected to allow sufficient time between scheduled sessions. It is not possible to schedule several calls in quick succession, for example in the last week of the trajectory. Actually Anna reserves the right to unilaterally change an overly tight schedule with regard to sessions.

5.10. Actually Anna works online with the customer for the trajectory and the programme unless agreed otherwise.

5.11. The customer will be given the opportunity to ask questions via Huddle; Actually Anna will answer these questions within 48 hours on weekdays, except during Actually Anna's holidays, weekends and public holidays. Actually Anna's holidays will be notified to the customer

in a timely manner. During said holidays, Actually Anna will not be available.

5.12. While performing the services, Actually Anna may use AI. In that case, the use of AI will only be a supporting tool. If AI is used, the customer's data will not be processed.

5.13. Actually Anna ensures that all information in the online learning environment, on social media, in emails, videos and coaching calls is shared as clearly and correctly as possible. English and German are not its native languages, therefore language errors or ambiguities in communication may occur. Actually Anna is not liable for them, as long as these errors do not seriously affect the content or purpose of the guidance.

5.14. Group trajectories are in English by default. In one-to-one trajectories, the customer is given the option of having the coaching sessions and chat support in Dutch, English or German. This choice of language will be agreed at the start of the trajectory. If necessary, the language can be changed later in consultation.

Article 6. The customer's rights and obligations

6.1. The customer must comply with the provisions as set out in these general terms and conditions.

6.2. The customer is obliged to notify Actually Anna as soon as possible of any changes in the data mentioned in Article 5.4.

6.3. The customer is obliged to report complaints about the services and/or online products provided by Actually Anna to Actually Anna within 7 days after a coaching session but no later than 30 days of end of the cooperation. Actually Anna aims to respond to the complaint within 5 working days.

6.4. The customer is obliged to allow Actually Anna a reasonable period of time to remedy the complaint and/or the detected defect. Filing a complaint does not suspend the payment obligation.

6.5. The customer will indemnify Actually Anna against all legal claims arising from the services and/or products provided for the duration of one year after provision of such services and/or products.

6.6. The customer must make its own back-up copies of all material and/or data Actually Anna requires to perform work. In the event of loss of such material and/or data, Actually Anna will not be liable for any loss or damage arising therefrom.

6.7. If Actually Anna shares login details with the customer, the customer is responsible for these details. Actually Anna is not liable for misuse and/or loss of the login details and may assume that the customer is the one logging in using the login details shared with the customer.

6.8. There will be no right of withdrawal if the customer is a business customer.

6.9. It is not possible to return purchased digital products, including an online product such as, but not limited to, a (single) online course or a digital product such as meditations and workbooks. By ordering and paying for the digital products, the customer will immediately have full access to their purchase. During the ordering process, the customer expressly agrees that s/he waives the right to make use of the cooling-off period and the right to revoke the agreement.

Article 7. Additional provisions: coaching trajectory, online learning environment, master classes and live days

7.1. Once the customer has accepted Actually Anna's offer, a payment obligation arises for the customer for that which the customer has purchased. This payment obligation remains in force even if the business customer does not follow the entire trajectory or programme.

7.2. Knowledge gained by the customer may not be copied and may only be used for personal purposes.

7.3. In addition to Article 7.2, the customer is not allowed, irrespective of (full) participation or not, to offer or arrange a similar trajectory and/or programme, with or without reference to or in accordance with the method of Actually Anna after completion of the trajectory and/or programme. If Actually Anna perceives that the customer has copied all or part of the content, the burden of proof that this is not the case lies with the customer and Article 9 will apply.

7.4. The customer acknowledges that any results will not be immediately visible and measurable and that any results depend on the customer's own efforts and the way the customer carries out and implements the instructions Actually Anna does not guarantee the customer any particular result.

7.5. The customer has access to the online learning environment and content of Actually Anna until 1 week after completion of the trajectory or group programme. If Actually Anna decides nevertheless to remove or to relocate material (earlier), Actually Anna will notify the customer three month prior to the removal or relocation via the customer's e-mail address most recent known. The customer is responsible for timely tracking of content and, if necessary, downloading the files.

7.6. Login details relating to the online learning environment may not be shared with third parties. If Actually Anna perceives that third parties have access to Actually Anna's protected content through the actions of the customer, Actually Anna is entitled to deny the customer access, without prior warning.

7.7. Actually Anna uses third-party (supplier) software to make the content digitally available to customers in the online learning community. Actually Anna cannot guarantee that such software will be accessible anytime and anywhere and accepts no liability if the content is temporarily unavailable.

7.8. Actually Anna may expand, limit or modify the content within a programme, the trajectory and the online learning environment in connection with quality improvements as soon as Actually Anna deems it necessary.

7.9. If the customer pays in instalments and has not made the instalment payment(s) on time, Actually Anna may suspend the right to participate in the trajectory/programme until arrears have been cleared.

7.10. If access to an online learning environment has been denied, the customer will regain access once all outstanding payment(s) have been made.

7.11. Within the trajectory or the programme with a predetermined duration, Actually Anna gives the customer the opportunity to reschedule a scheduled coaching session once, provided that Actually Anna is notified 24 hours before the start of the session. If the customer fails to notify Actually Anna at least 24 hours

before the start of the session, the customer fails to attend the session without cancellation or wishes to reschedule the same session for a second time, the session will be cancelled. Cancelled or missed sessions cannot be rescheduled.

7.12. If Actually Anna is detained for an agreed session in the trajectory and/or programme, the session will be rescheduled in consultation with the customer.

7.13. A refund of the ticket(s) purchased by the customer for any of Actually Anna's live days is not possible. If possible, the ticket can be used for another date in consultation with Actually Anna if it is available.

7.14. If Actually Anna is forced to reschedule the live day due to insufficient registrations, Actually Anna or hired third parties being prevented from attending and/or force majeure (as mentioned in Article 12), the customer retains the right to attend the service at the date to be determined. If the customer cannot or will not attend at the date to be determined, the customer may opt for a refund of the amount paid. The customer will receive a refund of the amount paid within 14 days into the account number used to purchase the ticket.

7.15. Actually Anna may remove the customer from the live day if the customer's behaviour disrupts the programme and exclude them from further participation in the future. Restitution of paid funds will not apply.

7.16. Actually Anna will at all times be allowed to terminate the agreement early if new facts and/or circumstances cause a breach in the relationship of trust. In that case, Actually Anna will refund the remaining amount of the trajectory to the customer, but will not be liable to pay the customer any compensation.

7.17. The customer's participation in an online group activity cannot be rescheduled or made up for in case of absence. In time Actually Anna schedules group activities and notifies the customer in a timely manner. If possible, Actually Anna may share the content and/or recording of a group session with the customer. Failure (or inability) to participate will not result in a refund of any money paid or suspension of any payment obligation. If no one attends a group activity, it will be cancelled. No other activity will take its place.

7.18. If Actually Anna is forced to reschedule an online group activity, which is part of a trajectory, due to force majeure (mentioned in Article 12), the customer retains the right to attend the activity on a date to be determined. Actually Anna will not be liable for refunds or any leniency scheme in case of rescheduling an online group activity.

7.19. The customer is not allowed to take photos, image, sound and screen recordings of sessions, recorded group calls, live master classes or other online content within a group trajectory or online learning environment, unless prior permission has been granted by Actually Anna.

Article 8. Payment

8.1. Once the offer is accepted by the customer, the obligation to pay the agreed rate also arises.

8.2. Invoices must be paid within 14 calendar days from the invoice date, unless other arrangements have been made or the invoice specifies a different payment term.

8.3. The first instalment is due before the first coaching session starts.

8.4. Actually Anna offers customers the option to pay in pre-agreed instalments. If the instalments are overdue, Actually Anna is authorised to postpone the work until the overdue in payments are made.

8.5. If payment has been overdue three times, Actually Anna may decide to unilaterally terminate the order and/or cancel the option to pay in instalments and the remaining amount will be immediately due and payable in full to Actually Anna.

8.6. If the customer does not fulfil the payment obligation in time, the customer will be in default by operation of law without further notice of default being required.

8.7. In case of an overdue payment, in addition to the amount due plus the statutory (commercial) interest rate, the customer will be obliged to pay full compensation for both extrajudicial and judicial collection costs amounting to at least 15% of the invoice amount, with a minimum of €150, - excl. In case of a private customer, the legal extrajudicial collection costs will be charged.

8.8. In the event of winding-up, bankruptcy, attachment, suspension of payments or death on the part of the customer, Actually Anna's claims will be immediately due and payable.

8.9. In addition to Article 8.8, Actually Anna will have the right to terminate or suspend the performance of the work or the part thereof not yet performed without notice of default or judicial intervention, without the customer being entitled to compensation of damages incurred as a result.

8.10. The customer can notify Actually Anna in writing of any objections to any invoices sent by Actually Anna no later than five days after the invoice date. Upon receipt of the objection, Actually Anna will investigate the accuracy of the invoice amount. Objections to the invoices sent do not suspend the customer's payment obligation.

Article 9. Intellectual property

9.1. All intellectual property rights in all services, products, documentation and/or materials provided are vested in Actually Anna unless otherwise agreed. Under no circumstances will the customer be allowed to multiply, resell, disclose and/or make available to third parties the services, products, documentation and/or materials provided, unless otherwise agreed in writing.

9.2. The intellectual property rights in products of the human mind developed by Actually Anna are and will remain the exclusive property of Actually Anna, unless these rights are redeemed or agreement is reached otherwise.

9.3. Actually Anna is not responsible for information and/or content shared or made available to Actually Anna through the customer. If the information and/or content provided by the customer in any way infringes third-party rights and/or violates applicable laws and regulations, the customer will indemnify Actually Anna against any claims for compensation that third parties may make as a result of the customer's actions.

9.4. Any act contrary to this Article will be considered as copyright infringement, whereby Actually Anna will be entitled to compensation of €1,000 for such unlawful use without losing its right to any compensation of damages.

Article 10. Term of the agreement and termination

10.1. The agreement is entered into for a fixed term, except if the offer indicates otherwise or the parties have expressly agreed otherwise in writing.

10.2. The customer cannot terminate the agreement before the end of the term, except if this is explicitly allowed by law.

10.3. The two parties may only terminate the agreement if the other party fails to fulfil its obligations after a proper written notice of default. In any case, a reasonable time must have been given to remedy the failure.

10.4. By way of exception to Article 10.3, Actually Anna may terminate the agreement in whole or in part with immediate effect without notice of default and without court intervention by giving written notice if a compelling reason arises, which in any event includes that:

- suspension of payment has been granted to the customer;
- the customer's bankruptcy has been declared;
- there is a suspicion that the customer cannot (continue to) meet the payment obligation and/or there are recurring payment problems;
- the customer acts contrary to public order, morality and/or laws and regulations;
- the customer infringes the rights of third parties;
- the customer acts in breach of an obligation arising from the agreement;
- the customer fails to respond to correspondence by e-mail, telephone and/or in writing, whether or not by registered mail and ignores to reasonable directives and/or instructions from Actually Anna;
- Actually Anna has indications and/or (new) facts and circumstances that Actually Anna cannot or no longer commit itself to the best of its ability, e.g. because of a breach of trust with the customer, to perform the work.

10.5. If the agreement is terminated due to a situation in Article 10.4, Actually Anna will refund the remaining amount for the work not yet carried out to the customer, but it will never be obliged to pay any compensation to the customer.

10.6. If Actually Anna has already received payments relating to the work already carried out at the time of termination as referred throughout Article 10, such payments will not be retroactively refunded. In addition, amounts invoiced by Actually Anna to the customer before termination still remain due and become immediately payable at the time of termination.

Article 11. Liability

11.1. The customer is and will always be responsible for carrying out or applying any knowledge, actions and/or advice provided and/or by Actually Anna while performing the work.

11.2. In the event that Actually Anna is nevertheless held liable notwithstanding Article 11.1, any liability will be limited to compensation for direct loss or damage not exceeding twice the agreed amount for the work in question. At all times, this amount will be no more than the amount paid by the insurance to Actually Anna. In the event of a continuing performance agreement, liability will be limited to compensation of the direct loss or damage not exceeding the amount of the invoice last paid by the customer.

11.3. The customer is not entitled to compensation until the customer has notified Actually Anna of the attributable failure to perform and/or wrongful conduct towards the customer by means of a notice of default. In the notice of default, the customer must give Actually Anna a reasonable period of time to remedy the failure to perform and/or to perform at a later date. Only if Actually Anna has failed to remedy and/or perform may the customer be entitled to compensation. If performance and/or recovery is permanently impossible, the requirement of a notice of default does not apply.

11.4. In addition to Article 11.2, Actually Anna is only liable for direct damage such as the reasonable costs incurred to determine the cause and extent of the damage, any reasonable costs incurred by the customer to have the damage repaired and reasonable costs incurred to prevent or limit the damage insofar as the customer can demonstrate that these costs have resulted in limiting direct damage as referred to in this Article.

11.5. Actually Anna is not liable for any loss or damage arising from this agreement, except for situations where the loss or damage is due to wilful misconduct or gross negligence on the part of Actually Anna.

11.6. In any event, Actually Anna will never be liable for indirect or consequential damage such as loss due to missed savings, lost profits, costs for legal assistance, loss of customers, loss due to repair costs or business interruption and for damage caused by loss of the data in Article 5.4 when performing the work or when Actually Anna has relied on incorrect or incomplete information provided by or on behalf of the customer.

11.7. The customer indemnifies Actually Anna against all third-party claims, including costs, which are in any way related to work performed by Actually Anna under the agreement.

11.8. The customer cannot derive any right or obligation whatsoever from the trajectory and/or the programme, the assignments and/or exercises and any action taken by the customer will be at their own expense and risk. Actually Anna does not accept any liability for how the customer implements the manner and method taught by Actually Anna in practice.

11.9. Participation in group activities/visualisations/meditations organised and/or supervised by Actually Anna during the trajectory/programme is optional. The customer can decide whether or not to participate. Activities that are part of a trajectory/programme are non-refundable if the customer cancels decides not to participate.

11.10. The content of the trajectory, programme and/or the sessions are not intended to replace medical advice from a general practitioner, doctor, medical specialist, psychologist or psychiatrist. Following the trajectory, programme and/or sessions and any decisions made as a result of the sessions are the sole responsibility of the customer. Actually Anna accepts no liability whatsoever.

11.11. In addition to Article 11.10, Actually Anna has the right to discontinue the trajectory, programme and/or sessions until a general practitioner, doctor, medical specialist, psychologist or psychiatrist has been contacted, when Actually Anna so deems necessary. If Actually Anna suspects that it cannot help the customer and specialist help is required, Actually Anna may terminate the cooperation. Any overpayments will then be refunded.

11.12. If the customer has psychiatric and/or personality problems, the customer is expected to resolve these problems first with the help of treatments in the GGZ (Dutch mental healthcare). If the customer nevertheless starts a trajectory and its relevant sessions, it is recommended to discuss this first with the attending medical physician or therapist.

11.13. Actually Anna reserves the right, if it sees reason and deems it necessary to safeguard the safety or welfare of the customer or third parties, to report to appropriate authorities without the customer's prior consent. This may include, but is not limited to: Veilig Thuis, police, General Practitioner or other emergency services. Actually Anna will then act in accordance with its own professional judgement and in compliance with applicable laws and regulations. Such reporting is not considered a breach of business confidentiality, but a necessary act in the context of its duty of care. There is no conflict of duties in that case. Also, Actually Anna has no duty to report and any reporting is of its own initiative. Actually Anna cannot be held retroactively liable if Actually Anna did not make a report if it did not deem it necessary.

Article 12. Interruption of work and force majeure

12.1. Actually Anna will not be bound by the obligation to perform the work if performance has become impossible due to force majeure. Force majeure is understood to mean a situation over which the parties cannot reasonably exercise any control such as illness, a pandemic, accidents, fire, disruption of operations and government measures.

12.2. If a situation as mentioned in

Article 12.1 arises, or other circumstances occur that result in the work not being carried out temporarily, the obligations will be suspended for as long as the parties cannot fulfil their obligations. In such a situation, the parties will seek a solution together. If the force majeure has lasted more than 90 days, both parties are authorised to terminate the agreement in writing. Any costs and hours worked until that moment will become immediately due and payable.

12.3. In carrying out the work, Actually Anna depends in some cases on the cooperation, services and supplies of third parties over which Actually Anna has no control. Therefore, Actually Anna cannot be held liable for damages in case of a situation where the damage is attributable to a third party with whom Actually Anna has entered into an agreement.

12.4. In the case of a business agreement, the parties are obliged to reschedule the work and the payment obligation remains intact.

Article 13. Other provisions and applicable law

13.1. If the customer includes provisions and/or conditions in the order that deviate from or do not appear in these terms and conditions, such provisions and/or conditions will only be binding if Actually Anna has expressly accepted such provisions and/or conditions in writing.

13.2. Actually Anna endeavours to take appropriate technical and organisational measures to secure the (personal) data against loss and/or against any form of unlawful use by third parties. See also the privacy statement for this purpose.

13.3. The parties are obliged to observe secrecy with respect to all confidential information obtained in relation to the agreement and the work, this includes all information received by the customer during coaching calls and group sessions. Information is confidential if so indicated by the other party or if it is apparent from the standards of reasonableness and fairness.

13.4. If Actually Anna deviates from the general terms and conditions in favour of the customer, the customer cannot derive any rights therefrom.

13.5. Rights and obligations arising from the agreement can only be transferred from the customer to another party if Actually Anna has given its written consent.

13.6. All agreements and these general terms and conditions are governed by Dutch law.

13.7. Parties will first try to resolve any disputes together before resorting to the courts.

13.8. All disputes will be settled by the competent court in the district in which Actually Anna is situated, except if a legal obligation stipulates otherwise.

Version: July 2025